



SELF-ISSUER AGREEMENT

Washington State Department of Transportation and

1 Self-Issuer Agreement March 1 2006

Agreement Number UC0 0000

This Agreement is between the Washington State Department of Transportation, hereinafter the DEPARTMENT, and 1 Self-Issuer Agreement March 1 2006, hereinafter the ISSUER.

WHEREAS, the DEPARTMENT is authorized, pursuant to RCW 46.44.090, to issue special permits for oversize or overweight truck movements on state highways and such permits require a payment of fees as specified in chapter 46.44 RCW; and

WHEREAS, the DEPARTMENT has developed an automated permit system for the issuance of special motor vehicle permits and for the issuance of Department of Licensing (DOL) trip permits (RCW 46.16.160) and fuel permits (RCW 82.38.100); and

WHEREAS, the ISSUER, due to its circumstances, wishes to self-issue its special permits pursuant to state law, regulation, and policy, by electronically remitting the fees due to the DEPARTMENT; and

WHEREAS, the DEPARTMENT deems that it is in the best interests of the state of Washington to allow ISSUER to self-issue special permits pursuant to RCW 46.44.096,

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein,

IT IS MUTALLY AGREED AS FOLLOWS:

1. Subject to its other provisions, the period of performance of this AGREEMENT shall commence on date of final execution of both Parties and automatically terminate on June 30, 2009 unless terminated sooner as provided herein.
2. The ISSUER shall prepare only authorized special permits, as listed in Appendix A of this Agreement, attached hereto and by this reference incorporated herein, according to all written directives and instructions issued by the DEPARTMENT and in accordance with the laws, regulations, and policies of Washington State and shall attend all training sessions as required by the DEPARTMENT.
3. The ISSUER shall be responsible for electronically remitting all permit fees due the DEPARTMENT, through the built-in e-commerce access within the DEPARTMENT's automated permit system, using the ISSUER's VISA or Master Card account(s).

4. The ISSUER agrees to disable the ability to store keystrokes and/or credit card account numbers on any computer(s) used by the ISSUER, and its assigns, agents, contractors or employees, during web browser sessions accessing the automated permit system of the DEPARTMENT. In lieu of disabling its ability to store keystrokes and/or credit account numbers, the ISSUER agrees to use only the ISSUER's own credit card account for payment transfer in the automated permit system of the DEPARTMENT. ISSUER agrees to and shall assume all liability for keystroke and/or credit card account number acquisition and/or storage of such information on all ISSUER computer(s) the ISSUER uses to acquire the authorized permits.
5. The DEPARTMENT, and its assigns, agents, contractors or employees (hereinafter Representatives), shall have full access to and the right to examine, during normal business hours and as often as it deems necessary, all ISSUER records with respect to all matters covered by this Agreement. Such Representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all invoices, materials, and other matters covered by this Agreement.
6. Any and all monetary deficiencies disclosed by audit shall bear interest at the rate of 1 percent per month from the date the permit fee was due and payable by the ISSUER to the DEPARTMENT, until paid. The ISSUER agrees to and shall pay any deficiency within 15 days after receipt of a written notice of deficiency by the DEPARTMENT.
7. The ISSUER, and its successors or assigns, shall protect, save and hold harmless the state of Washington, the DEPARTMENT, and their authorized agents, representatives, and employees, from all claims, actions, costs, damages (both to persons and/or property) or expenses of any nature whatsoever, including but not limited to damages arising from the acquisition and/or storage of credit card account numbers, by reason of the acts or omissions of the ISSUER, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities authorized by this Agreement. The ISSUER, and its successors or assigns, further agrees to defend the state of Washington, the DEPARTMENT, and their authorized agents, representatives, and/or employees in any litigation, including the payment of any judgments, costs, and/or attorney's fees, for any claims or actions commenced, arising out of or in connection with acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the state of Washington, the DEPARTMENT or their authorized agents, representatives, or employees; provided that if the claims or damages are caused by or result from the concurrent negligence of (a) the ISSUER, its assigns, agents, contractors, licensees, invitees, or employees and (b) the state of Washington, the DEPARTMENT, or their authorized agents, representatives or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the ISSUER, its assigns, agents, contractors, licensees, invitees, or employees. This indemnity provision shall survive the termination of this Agreement.
8. In the event that either Party deems it necessary to institute legal actions or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such actions shall be initiated in the Superior Court of the state of Washington, situated

in Thurston County. The Parties hereto agree that all questions shall be resolved by application of Washington State Law and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the state of Washington. The ISSUER hereby consents to the personal jurisdiction of the Superior Court of the state of Washington situated in Thurston County.

9. The DEPARTMENT retains the right to amend this Agreement in any respect at any time, effective on a stated date which shall be at least twenty (20) days after giving written notice of the amendment (including its exact terms) to the ISSUER by registered or certified mail, unless the ISSUER waives notice as to such amendment. If the ISSUER does not wish to continue this Agreement as so amended, the ISSUER shall give written notice to the DEPARTMENT by registered or certified mail within fifteen (15) days of receipt of the amendment. Upon such notice by the ISSUER, this Agreement shall automatically terminate.
10. The DEPARTMENT may suspend or terminate this Agreement at any time, in whole or in part, by oral or written order, whenever: (a) the ISSUER is prevented from proceeding with the Agreement as a result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the state of Washington with respect to the preservation of energy resources, other environmental grounds, or safety; (b) the ISSUER is prevented from proceeding with the Agreement by reason of a preliminary, special, or permanent judicial restraining or other order; or (c) the ISSUER refuses or fails to abide by the terms of this Agreement.
11. The Parties agree that this Agreement may be terminated by either Party on thirty (30) days written notice. This section does not modify the DEPARTMENT's right to suspend or terminated this Agreement at any time as provided above. Unless otherwise terminated, this Agreement will automatically terminate on June 30, 2009.
12. This Agreement is not assignable or transferable either in whole or in part.
13. If any provision, or part thereof, of this Agreement shall be adjudged void, such adjudication shall not affect the validity or obligation or performance of any other covenant or provision, or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement.
14. The ISSUER shall be deemed an independent contractor for all purposes and the employees, agents, assigns or contractors of the ISSUER shall not in any manner be deemed employees, agents, assigns or contractors of the DEPARTMENT or the state of Washington.
15. This Agreement is executed by the undersigned DEPARTMENT signatory solely for and on behalf of the Washington State Department of Transportation. It is understood that neither the undersigned or any other state officer or employee shall be personally liable for any act or failure to act on connection with this Agreement.

16. The ISSUER agrees not to discriminate against any permittee, client, employee, or applicant for employment or for services because of race, creed, color, national origin, sex, or age with regard to but not limited to the following: employment, promotion, upgrading, demotion or transfers; recruitment or recruitment advertising; layoffs or termination; rates of pay or other compensation; selection for training; or rendition of services or issuance of permits.
17. All written notices as required by this Agreement shall be made to the persons and addresses listed below, unless hereafter amended.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the last day and year written below:

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

ISSUER
1 Self-Issuer Agreement March 1 2006

Jim Stuart
CVS Administrator

Name: CONTACT NAME

Title:

Date: _____

Date: _____

Contact:

Jim Wright
Permit Program Manager

Business Phone:

Commercial Vehicle Services
PO Box 47367
Olympia, WA 98504-7367

Business FAX:

Business Address:

360-704-6345
Fax: 360-704-6350

Approved as to Form, March 1, 2006

/S/ANN E. SALAY
Ann E. Salay, AAG
(Signature on File)

Any changes to this form requires further
Approval of the Office of the Attorney General

SELF-ISSUER AGREEMENT

Appendix A

SELF ISSUERS are authorized to issue the following permits:

Department of Licensing permits as displayed in the DEPARTMENT automated permit system.

- 1. Temporary Licensing – Trip Permit**
- 2. Temporary Fuel Use – Fuel Permit**

DEPARTMENT special motor vehicle permits – as displayed in the DEPARTMENT’s automated permit system.

- 1. Single Trailer (monthly, annual)**
- 2. Double Trailer (monthly, annual)**
- 3. Non-Divisible (variable size) (monthly, annual)**
- 4. 61 foot Non-Divisible Load (monthly, annual)**
- 5. Manufactured Housing (14 feet wide, 85 feet length maximum) (annual)**
- 6. Manufactured Housing (Over 14 feet wide, 85 feet)**
- 7. Fixed Load (monthly)**
- 8. Log Tolerance**
- 9. Collection Truck (annual)**
- 10. Hay Bales (monthly, annual)**
- 11. Empty Apple Bins (annual)**
- 12. Tow Truck (annual)**